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23 UNITED STATES DISTRICT COURT
24 FOR THE NORTHERN DISTRICT OF CALIFORNIA
25 (SAN FRANCISCO DIVISION)

26 BEST BUY CO., INC., et al.,
27 Plaintiffs,
28 v.
29 AU OPTRONICS CORPORATION, et al.,
30 Defendants.

31 CASE NO. 3:07-md-1827 SI
32 INDIVIDUAL ACTION NO. 10-cv-4572
33 **STIPULATION OF EXTENSION OF TIME
34 TO RESPOND TO COMPLAINT, WAIVER
35 OF SERVICE, PRODUCTION OF DATA,
36 AND [PROPOSED] ORDER**

37 **Assigned to Hon. Susan J. Illston, United
38 States District Judge**

1 *Whereas* the undersigned counsel, on behalf of their respective clients, plaintiffs Best Buy Co., Inc.,
 2 Best Buy Purchasing LLC, Best Buy Enterprise Services, Inc., Best Buy Stores, L.P., Best Buy China
 3 Ltd., and Magnolia Hi-Fi, Inc. (collectively, “Best Buy”) filed a complaint in the above-captioned
 4 case against AU Optronics Corporation, AU Optronics Corporation America, Chimei Innolux
 5 Corporation f/k/a Chi Mei Optoelectronics Corporation, Chi Mei Optoelectronics USA, Inc., CMO
 6 Japan Co., Ltd., Epson Imaging Devices Corporation, Epson Electronics America, Inc., Seiko Epson
 7 Corporation, HannStar Display Corporation, Hitachi, Ltd., Hitachi Displays, Ltd., Hitachi Electronic
 8 Devices (USA), Inc., LG Display Co., Ltd., LG Display America, Inc., Sharp Corporation, Sharp
 9 Electronics Corporation, and Tatung Company of America, Inc., (collectively, “Stipulating
 10 Defendants”), among other defendants, on October 8, 2010 (“Complaint”);

11 *Whereas* Best Buy wishes to avoid the burden and expense of serving process on the Stipulating
 12 Defendants;

13 *Whereas* the Stipulating Defendants desire a reasonable amount of time to respond to the Complaint;

14 *Whereas* Best Buy agrees to produce certain data relevant to its claims and the claims of other
 15 plaintiffs in related cases; and

16 *Whereas* Best Buy and the Stipulating Defendants believe that proceeding on a unified response date
 17 and setting a production date for certain data will create efficiency for the Court and the parties by
 18 reducing duplicative motion practice and avoiding needless discovery disputes;

19 THEREFORE, Best Buy and the Stipulating Defendants hereby agree:

- 20 1. The Stipulating Defendants waive service of the Complaint under Federal Rule of Civil
 Procedure 4(d). This stipulation does not constitute a waiver by the Stipulating Defendants of
 any other substantive or procedural defense, including but not limited to the defense of lack of
 personal or subject matter jurisdiction and improper venue.
- 21 2. The Stipulating Defendants’ deadline to move to dismiss, answer, or otherwise respond to the
 Complaint will be 90 days from the execution of this stipulation, subject to Federal Rule of
 Civil Procedure 6(a)(1).

27

28

1 3. By 30 calendar days from the execution of this stipulation, Best Buy will produce data
2 responsive to the requests in Annex A, except with respect to purchase-for-resale data and
3 sales data for the 2008 calendar year, which data Best Buy will use its best efforts to produce
4 within 60 days. All data produced under this stipulation supersedes data produced in response
5 to class plaintiffs' subpoena on Best Buy dated March 4, 2008. Neither this stipulation nor
6 any production made under this stipulation may serve as a limit on any further discovery
7 requests or objections to future discovery requests by Best Buy or Stipulating Defendants.
8 4. Best Buy's claims do not include claims based on any product purchased for Best Buy's own
9 consumption.
10 5. Best Buy does not yet know and cannot yet identify the manufacturer of the TFT-LCD panels
11 contained in the TFT-LCD televisions, notebook computers, monitors, and other finished
12 products it purchased.

13 DATED: February 9, 2011

14
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29 Attestation: The filer of this document attests that the concurrence of the other
signatories thereto has been obtained.

30 /s/ Michael R. Lazerwitz

31 SO ORDERED

32 2/10/11

33 By: _____

34 
35 Judge of the U.S. District Court, N.D. California

1 **ANNEX A: Best Buy's Production of Data**2 **STIPULATED DEFINITIONS**

3 The words and phrases used in this Annex A shall have the meanings ascribed to them under the
 4 Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the
 5 Northern District of California. In addition, the following terms shall have the meanings set forth
 6 below whenever used in any Request for Production of Documents.

- 7 1. “Acquired” or “acquisition” means or refers to, without limitation, anything given,
 8 purchased, received or that Best Buy came to possess.
- 9 2. “Document” and “documents” shall have the meaning ascribed to them under the
 10 Federal Rules of Civil Procedure and shall also mean all electronically stored
 11 information (“ESI”) including, without limitation, electronic data or data compilations,
 12 electronic files, e-mail and other electronic communications saved to or located on
 13 hard disks, file servers, floppy disks, CDs, DVDs, backup tapes, thumb drives, or any
 14 other electronic media, whether or not in tangible or electronic form.
- 15 3. “Including” or “includes” means without limitation.
- 16 4. “TFT-LCD Panel” means a flat panel display screen, called a Thin Film Transistor
 17 Liquid Crystal Display, that consists of a liquid crystal compound containing pixels
 18 that are sandwiched between two pieces of glass called substrates, and each pixel has a
 19 transistor built into it and changes polarization of light when voltage is applied to that
 20 transistor; and, as used herein, the term “TFT-LCD Panel” includes a module
 21 consisting of a TFT-LCD Panel attached to a backlight, a driver, and other elements
 22 needed for the TFT-LCD Panel to modulate illumination and generate images.
- 23 5. “TFT-LCD Product” means a product or finished good that contains a TFT-LCD
 24 Panel.
- 25 6. The term “person” or “persons” includes any natural person, public entity, partnership,
 26 corporation, association, firm, trust, joint venture, agency, board, authority,
 27 commission or other such entity.

7. “Type” means the product name, brand, model and product/serial number.
8. “Best Buy” means each of Plaintiffs Best Buy Co., Inc., Best Buy Purchasing LLC, Best Buy Enterprise Services, Inc., Best Buy Stores, L.P., Best Buy China Ltd., and Magnolia Hi-Fi, Inc. and each of their parent companies and subsidiaries.
9. “Net Purchase Price” “Contains the cost of the SKU for this Shipment/Location combination based on the purchase order cost for the item.” OR “The unit cost for the SKU on the order, including discounts (deal/bracket/allowance), but not landed cost components.”

STIPULATED INSTRUCTIONS

1. The scope of documents subject to production in response to the production requests below include all documents in Best Buy's possession, custody, or control, wherever located, including without limitation any document available to Best Buy upon request from its parents, affiliates, subsidiaries, employees, officers, directors, attorneys, accountants, financial advisors, consultants, private investigators, or other agents or persons acting or purporting to act on Best Buy's behalf, as required by the Federal Rules of Civil Procedure and the applicable local rules.
2. All electronically stored information shall be produced in accordance with the Protocol Governing the Production of Electronically Stored Information, attached as Exhibit A to the Joint Case Management Conference Statement filed in this matter on January 10, 2008, and binding on Best Buy under the Special Master's Order of March 12, 2010 (Dkt. No. 1595). Documents originating in paper or other hard copy format should be produced in 300 DPI Group IV Monochrome Tagged Image File Format (.TIFF or .TIF) files. TIFF files shall be produced in single-page format along with image load files (.DII file and .OPT file and .LFP file). All documents are to be provided with multi-page searchable text (.TXT) files. These text files and image load files should indicate page breaks to the extent possible, as well as Production Number Begin, Production Number End, Production Attachment Range Number Begin, Production Attachment Range Number End, and Production Document Page Count.

1 As well, each .TIFF image should be branded with the applicable Bates number and
 2 confidentiality designation.

3 The production requests in this Annex are designed to capture, among other things,
 4 acquisitions, sales, and transfer pricing, and to permit the tracing of products throughout
 5 various plaintiffs. For example, if Best Buy Purchasing LLC purchased a TFT-LCD Product
 6 from a manufacturer and then sent that TFT-LCD Product to Best Buy Stores L.P., which in
 7 turn sold the TFT-LCD Product to a consumer, Best Buy Purchasing LLC's data would show
 8 both the acquisition from the manufacturer and the sale to Best Buy Stores L.P., and Best Buy
 9 Stores L.P.'s data would show the acquisition from Best Buy Purchasing LLC and the sale to
 10 the consumer. Further, the linking data would enable tracing of that TFT-LCD Product from
 11 Best Buy Purchasing LLC's acquisition from the manufacturer, through the various plaintiffs
 12 and their parents and subsidiaries, to the sale of the TFT-LCD Product to a consumer.

13

STIPULATED PRODUCTION NO. 1: Purchase-For-Resale Data

14

15 a. Best Buy will produce for the period January 1, 2003 through December 31, 2008, for each
 16 TFT-LCD Panel or TFT-LCD Product Best Buy acquired that Best Buy subsequently resold,
 17 data regarding that acquisition in the following categories: the purchase date; the vendor; the
 18 TFT-LCD Panel or TFT-LCD Product name; the TFT-LCD Panel or TFT-LCD Product
 19 brand; the TFT-LCD Panel or TFT-LCD Product model; the quantity purchased; the TFT-
 20 LCD Panel's or TFT-LCD Product's manufacturer; the Net Purchase Price; the purchase
 21 order number; the shipping identification number, and the SKU number.

22 b. Best Buy will produce data adequate to tabulate aggregate purchase totals by SKU for any
 23 selected period from January 1, 1996 through December 31, 2002. The purchase data
 24 provided under this section 1(b) is reflected in the Point of Sale data provided under
 25 Production No. 2. The purchase data provided under this section 1(b) is constructed by
 26 totaling the field called Tot Xtnd SKU Cost AMT by SKU from January 1, 1996 through
 27 December 31, 2002.

1

STIPULATED PRODUCTION NO. 2: Sales Data

2

3 a. Separately for each Best Buy entity, Best Buy will produce, for the period January 1, 1996
4 through December 31, 2008, for each sale by Best Buy of any TFT-LCD Panel or TFT-LCD
5 Product, data regarding that sale in the following categories: sale date; sale location by store
6 number; product name; product brand; quantity sold; net sales price; approximate net
7 purchase price; transaction keys, and SKU numbers.

8 b. Additional data can be gleaned from the other data provided, such as product descriptions
9 from SKUs, and classes and subclasses of products.

10 **STIPULATED PRODUCTION NO. 3: Linking Data**

11 Best Buy states that it does not have data sufficient to track or link individual products sold to
12 individual products purchased for each sale to a customer, in other words, the purchase information
13 provided in response No. 1 to purchases identified in documents in Response No. 2. Best Buy will
14 identify people who can discuss Best Buy's inventory control practices with respect to the TFT-LCD
15 Panels and TFT-LCD Products.

16 **STIPULATED PRODUCTION NO. 4: Other Codes In Data Sets**

17 Best Buy will provide the SKU information referenced above in Production No. 1 and Production No.
18 2, the product class and subclass information to which they belong that is contained in Best Buy's
19 SKU look-up table for the included products and that discloses how Best Buy groups SKUs into
20 classes and subclasses) and that contains its narrative product descriptions for each SKU number. To
21 the extent the data provided under Production No. 1 and Production No. 2 above contain other codes,
22 symbols, or abbreviations (other than with respect to the product descriptions in the SKU look-up
23 table referred to in the preceding sentence), Best Buy will produce a key explaining the meaning of
24 any such codes, symbols, or abbreviations.